

RECORDED 7663-A

NOV 6 1974 2:20 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of November 1, 1974, among MORGAN GUARANTY TRUST COMPANY OF NEW YORK (hereinafter called the Agent), ILLINOIS CENTRAL GULF RAILROAD COMPANY (hereinafter called the Railroad), PULLMAN INCORPORATED (Pullman-Standard division) and U.S. RAILWAY MFG. CO. (Southern Iron and Equipment Division) (the last two named corporations being hereinafter collectively called the Builders).

WHEREAS the Builders and the Railroad have entered into a Conditional Sale Agreement dated as of September 30, 1974 (hereinafter called the Conditional Sale Agreement), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 3, 1974, and assigned recordation number 7663;

WHEREAS the Builders have assigned the Conditional Sale Agreement to the Agent by an Agreement and Assignment dated as of September 30, 1974, filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 3, 1974, and assigned recordation number 7663; and

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Article 4 of the Conditional Sale Agreement is hereby amended by substituting the figure "\$8,150,000" for the figure "\$7,650,000" in the seventh line of subparagraph (a) of the third paragraph thereof.

2. Except as amended hereby, the Conditional Sale Agreement shall remain in full force and effect.

3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument, and it shall not be necessary that any counterpart be signed by all the parties hereto so long as all the parties shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year

first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

by

Trust Officer

[Corporate Seal]

Attest:

ILLINOIS CENTRAL GULF RAILROAD COMPANY,

by

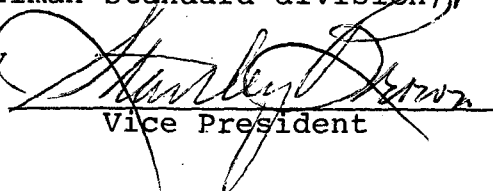
Vice President

[Corporate Seal]

Attest:

PULLMAN INCORPORATED
(Pullman-Standard division),

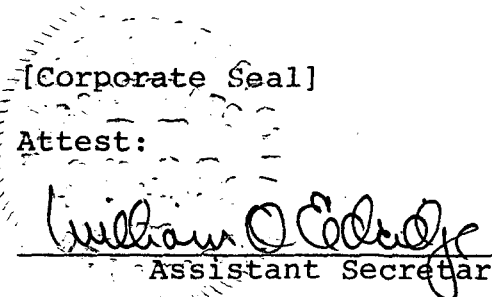
by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

U.S. RAILWAY MFG. CO
(Southern Iron and Equipment
Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this day of November 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said trust company, that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said trust company.

[NOTARIAL SEAL]

My Commission expires:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of November 1974, before me
personally appeared , to me
personally known, who, being by me duly sworn says that he
is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors, and he acknowledged that
the execution of the foregoing instrument was the free act
and deed of said corporation.

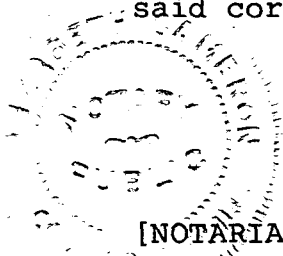
Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this th 4 day of November 1974, before me personally appeared Stanley Brown, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman-Standard division) that one the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

Elizabeth Cameron
Notary Public

My Commission expires May 1, 1975.

STATE OF GEORGIA,)
) ss.:
COUNTY OF DeKALB,)

On this day of November 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of U. S. RAILWAY MFG. CO. (Southern Iron and Equipment Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires

RECORDATION NO. 7663A Filed & Recorded

NOV 6 1974

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of November 1, 1974, among MORGAN GUARANTY TRUST COMPANY OF NEW YORK (hereinafter called the Agent), ILLINOIS CENTRAL GULF RAILROAD COMPANY (hereinafter called the Railroad), PULLMAN INCORPORATED (Pullman-Standard division) and U.S. RAILWAY MFG. CO. (Southern Iron and Equipment Division) (the last two named corporations being hereinafter collectively called the Builders).

WHEREAS the Builders and the Railroad have entered into a Conditional Sale Agreement dated as of September 30, 1974 (hereinafter called the Conditional Sale Agreement), filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 3, 1974, and assigned recordation number 7663;

WHEREAS the Builders have assigned the Conditional Sale Agreement to the Agent by an Agreement and Assignment dated as of September 30, 1974, filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on October 3, 1974, and assigned recordation number 7663; and

WHEREAS the parties hereto desire to amend the Conditional Sale Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Article 4 of the Conditional Sale Agreement is hereby amended by substituting the figure "\$8,150,000" for the figure "\$7,650,000" in the seventh line of subparagraph (a) of the third paragraph thereof.

2. Except as amended hereby, the Conditional Sale Agreement shall remain in full force and effect.

3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument, and it shall not be necessary that any counterpart be signed by all the parties hereto so long as all the parties shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year

first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

by

Trust Officer

[Corporate Seal]

Attest:

ILLINOIS CENTRAL GULF RAILROAD COMPANY,

by

Vice President

[Corporate Seal]

Attest:

PULLMAN INCORPORATED
(Pullman-Standard division),

by

Vice President


[Corporate Seal]

Attest:

Assistant Secretary

U.S. RAILWAY MFG. CO
(Southern Iron and Equipment
Division),

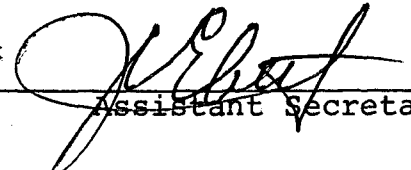
by

 Vice Pres
Vice President

[Corporate Seal]

Attest:




Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of November 1974, before me
personally appeared , to me
personally known, who, being by me duly sworn says that he
is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors, and he acknowledged that
the execution of the foregoing instrument was the free act
and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of November 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman-Standard division) that one the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires

STATE OF GEORGIA,)
) ss.:
COUNTY OF DeKALB,)

On this 4th day of November 1974, before me personally appeared *John C Campbell*, to me personally known, who, being by me duly sworn, says that he is Vice President of U. S. RAILWAY MFG. CO. (Southern Iron and Equipment Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Grace C McNeese
Notary Public

[NOTARIAL SEAL]

My Commission expires
Notary Public, Georgia, State at Large
My Commission Expires Nov. 26, 1976

7663-A
NOV 6 1974
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of November 1, 1974, among MORGAN GUARANTY TRUST COMPANY OF NEW YORK (hereinafter called the Agent), ILLINOIS CENTRAL GULF RAILROAD COMPANY (hereinafter called the Railroad), PULLMAN INCORPORATED (Pullman-Standard division) and U.S. RAILWAY MFG. CO. (Southern Iron and Equipment Division) (the last two named corporations being hereinafter collectively called the Builders).

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2. Except as amended hereby, the Conditional Sale Agreement shall remain in full force and effect.

3. The Railroad will promptly cause this Amendment Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

4. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument, and it shall not be necessary that any counterpart be signed by all the parties hereto so long as all the parties shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year

first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

by

Trust Officer

[Corporate Seal]

Attest:

ILLINOIS CENTRAL GULF RAILROAD COMPANY,

by

Vice President

[Corporate Seal]

Attest:

PULLMAN INCORPORATED
(Pullman-Standard division),

by



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

U.S. RAILWAY MFG. CO
(Southern Iron and Equipment
Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this day of November 1974, before me
personally appeared , to me
personally known, who, being by me duly sworn says that he
is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors, and he acknowledged that
the execution of the foregoing instrument was the free act
and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires:

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 4th day of November 1974, before me personally appeared Stanley Brown, to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman-Standard division) that one the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Elizabeth Cameron
Notary Public

[NOTARIAL SEAL]

My Commission expires May 1, 1975.

STATE OF GEORGIA,)
) ss.:
COUNTY OF DeKALB,)

On this day of November 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of U. S. RAILWAY MFG. CO. (Southern Iron and Equipment Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires

RECORDATION NO. 7663-A
Filed & Recorded

NOV 6 1974

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of November 1, 1974, among MORGAN GUARANTY TRUST COMPANY OF NEW YORK (hereinafter called the Agent), ILLINOIS CENTRAL GULF RAILROAD COMPANY (hereinafter called the Railroad), PULLMAN INCORPORATED (Pullman-Standard division) and U.S. RAILWAY MFG. CO. (Southern Iron and Equipment Division) (the last two named corporations being hereinafter collectively called the Builders).

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IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year

first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

by

Trust Officer

[Corporate Seal]

Attest:

ILLINOIS CENTRAL GULF RAILROAD COMPANY,

by

Harry Wheeler
Vice President

[Corporate Seal]

Attest:

J. B. Dool

PULLMAN INCORPORATED
(Pullman-Standard division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

U.S. RAILWAY MFG. CO
(Southern Iron and Equipment
Division),

by

Vice President

[Corporate Seal]

Attest:

Assistant Secretary

STATE OF ILLINOIS,)
) ss.:
COUNTY OF COOK,)

On this 4th day of November 1974, before me personally appeared HARRY C. MILLER, to me personally known, who, being by me duly sworn says that he is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Daniel P. Higgins
Notary Public

[NOTARIAL SEAL]

My Commission expires: SEP 22 1977

STATE OF ILLINOIS,)
COUNTY OF COOK,) ss.:

On this day of November 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of PULLMAN INCORPORATED (Pullman-Standard division) that one the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires

STATE OF GEORGIA,)
) ss.:
COUNTY OF DeKALB,)

On this day of November 1974, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of U. S. RAILWAY MFG. CO. (Southern Iron and Equipment Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires